



INVITATION FOR BID

WATER PUMPS, DRIVES, AND MOTORS

IFB No.: 30-05-15

NON-MANDATORY PRE-SOLICITATION CONFERENCE

INTENTIONALLY OMITTED

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

AUGUST 31, 2015 AT 12:00 P.M.

RESPONSE SUBMISSION DATE AND TIME

SEPTEMBER 9, 2015 AT 3:00 PM (LOCAL TIME)

ESTIMATED ANNUAL COST: \$190,000

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No.:30-05-15

Contact Person: Heylicken Espinoza, Purchasing Department

Email: purchasing@northmiamifl.gov
Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, herein after referred to as "City", is hereby soliciting Bids from qualified, licensed and experienced General Contractors ("Bidders" or "Respondents") to provide all the necessary labor and materials for Water Pumps, Drives, and Motors Purchases and Repairs within the City.

Please submit one (1) original bound Bid, one (1) complete copies of the original Bid and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and read. Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bids to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

"IMPORTANT, SOLICITATION ENCLOSED"
Water Pumps, Drives, & Motors
ITB No. 30-05-15

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	August 17, 2015	
Non- Mandatory Pre-Solicitation Conference:	Not Applicable	10:00 am
Last Date for Receipt of Written Questions:	August 31, 2015	12:00 pm
Opening of Solicitation:	September 9, 2015	3:00 pm
City Council Contract Approval Date:	To Be Determined	

(The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

ACCEPTANCE AND REJECTIONS

The City Manager reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
Shannon Graham,
Purchasing Manager

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All of our Contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

A-1 Sworn Statement Under Section 287.133(3)(a), Florida Statute, on Public Entity Crimes

A-2 Non-Collusive Bid Certificate

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Attachment can be found on the City's website accompanying this Solicitation at:

http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Section 1.0 Instructions to Respondents / General Terms and Conditions

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive Officer of the City or his designee.
- d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.
- e) "Contractor" or "Vendor" means the Bidder or Respondent that receives an award of Contract or agreement from the City Manager as a result of this Solicitation.
- f) "Department" means a department of the City, as may be designated herein.
- g) "Bid" or "Response" means the documents timely remitted by Bidder or Respondent, in response to this Solicitation.
- h) "Bidder" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.
- i) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.
- j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.
- k) "Solicitation" means this Invitation for Bids (IFB) document, and all associated addenda and attachments.
- l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
- m) "Work" or "Services" means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Contract Documents to complete the Project.

1.2 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 by 3:00 p.m., local time on date due.

1.3 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.4 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate the Bid and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and

specifications CANNOT be changed or altered in any way after submitted to the City Manager.

1.5 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.6 PRICES QUOTES

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 60 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and Services. Failure to do so will be at the Bidder's risk.

1.9 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.10 BID'S CONDITIONS:

The City Manager reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The City may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

1.12 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Equivalent items offered in the Bid **MUST** be accompanied by complete descriptive technical literature marked to indicate and detail conformance with specifications. **THE DESCRIPTIVE TECHNICAL LITERATURE MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as incomplete and not in compliance with the specifications as listed on the attached form.

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at Bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.14 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

1.15 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.16 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov.

1.17 AWARDS:

The City Manager reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 BID OPENING:

Bids shall be opened and publicly read in the Council Chambers, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.19 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City Manager, unless loss or damage is the result of gross negligence by the City. If the materials or Services supplied to the City are found to be defective or not conform to specifications, the City Manager reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 PAYMENT:

Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.21 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties

1.22 LEGAL REQUIREMENTS:

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.23 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.24 OSHA:

The Bidder warrants that the product and Services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

1.25 SAFETY PRECAUTIONS:

The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder

1.26 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.27 ANTI-DISCRIMINATION:

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.28 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items listed in the Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Dade County and City building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the Contract as a result of the Bid.

1.30 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bonds shall be submitted with the Bid in the amount specified in Supplemental Conditions [not contained in this document]. After acceptance of Bid, the City Manager will notify the successful Bidder to submit performance and payment bonds and certificate of insurance in the amount specified in Supplemental Conditions [not contained in this document].

The successful Bidder will be required to furnish to the City, a Performance Bond and Payment Bond for 100% of the total Bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 28730935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City Manager. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

1.31 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Response package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.32 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City Manager. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.33 LOBBYING

All Respondents, their agents and proposed Sub-consultants or Subcontractors, are hereby placed on notice that the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall not be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential Sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.34 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Director of Procurement may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or Sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or Sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City Manager. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.36 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this IFB and any subsequent addenda issued by the City Manager shall govern all aspects of this Solicitation.

1.37 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for Response submission), the City Manager will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the Responses. The City Manager may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.**

1.38 CANCELLATION OF THE SOLICITATION

The City Manager reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following applies:

- A) The Contractor is determined by the City Manager to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City Manager. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.
- B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.

- C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

substitute shipments will be returned at the Bidder's expense.

1.43 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.44 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in **DUPLICATE** to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.

1.45 RESPONSE SUBMISSION AND OPENING

All Responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The Response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for Responses not properly marked.

The City Manager will not accept Responses delivered after the established deadline. If the Response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a Response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider Responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.46 ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any Contract, including any or all of its right, title, or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the City Manager.

1.47 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.48 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City Manager either in writing or in person through an authorized representative at any time prior to the submission deadline.

1.39 PROTEST

If a potential Respondent protests any provisions of the Solicitation documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Bids. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest with the City Clerk, a filing fee in an amount equal to one percent (1%) of the amount of the Bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Respondent's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.40 CONTRACT

The selected Respondent understands that this Solicitation or the Response shall not constitute a Contract with the City. No Contract is binding or official until Responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City Manager determines to be fair, competitive and reasonable.

1.41 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Response to this Solicitation. All information in the Response shall be provided at no cost to the City Manager.

1.42 SUBSTITUTIONS:

The City WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any

Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.49 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City Manager posts notice of its decision or intended decision concerning Contract awards, or ten (10) days after the Response opening, whichever is earlier.

1.50 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Responses for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Bid is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive;
or
- (4) If the Bid contains any materials irregularities. Minor irregularities contained in response will be waived by the City Manager. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.51 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Bids on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Bids, the City Manager may request the highest ranked Respondents to provide oral presentation explaining and/or

demonstrating each Bid. All oral presentations will be scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.52 FACILITIES:

The City Manager reserves the right to inspect the Bidder's facilities at any time with prior notice.

1.53 APPLICABLE LAW AND VENUE:

The law of the state of Florida shall govern the Contract between the City and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.

1.54 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City Purchasing Agent at least eight (8) calendar days prior to scheduled Bid opening (May 27, 2015 at 3:00 p.m.), a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City Purchasing Department. The City Manager shall issue an Informational Addendum if clarification or minimal changes are required. The City Manager shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be mailed to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.55 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request the Bid tabulation by enclosing a self-addressed stamped envelope with the Bid.

1.56 REVIEW OF RESPONSE FOR RESPONSIVE

Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all

documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.57 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this IFB to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Contract negotiations. The City Manager reserves the right to reject all Bids.

1.58 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all Responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Responses received as a result of this Solicitation.

The determination of the criteria and process whereby Responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City Manager as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.59 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

- A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special

Conditions. Tie Bids will be decided as described in Special Conditions.

- B) The City shall award a Contract to a Bidder through action taken by the City Council or the City Manager.
- C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City and the successful Bidder.
- D) While the City Manager may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City Manager. If the Bidder is in default, the City Manager, through the Purchasing Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City Manager may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- E) The City Manager reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any Contract ultimately awarded in regard to this Solicitation.
- F) The City Manager reserves the right to automatically extend any Contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new Contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any Contract awarded in regard to this Solicitation.

1.60 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

1.61 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required

information is not submitted by the date and time specified.

Before submitting a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.62 LAWS, PERMITS AND REGULATIONS:

The Bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the Work contemplated herein.

1.63 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.64 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.65 FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total numbers of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

1.66 NON-RESPONSIVE RESPONSES

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Responses, incomplete Responses, indefinite or ambiguous Responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, (also included for Design-Build Projects are those Bids wherein the same Engineer is identified in more than one Bid), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.67 CONE OF SILENCE

This Solicitation is issued pursuant to the City Code Section 7-193, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or Services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offer, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-solicitation conference, oral presentations before selection committees, Contract negotiations, public presentations made

to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable IFB or Bid documents. A copy of all written communications must be filed with the City Clerk.

**1.68RESPONDENT'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS**

This Solicitation shall require that the Respondent submits with its Response a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Response non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City Manager (**See "Form A-6"**).

**1.69BUSINESS ENTITY / RESPONDENT
REGISTRATION**

The City requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this IFB.

1.70EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

**1.71PROPRIETARY/ CONFIDENTIAL
INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

**1.72LOCAL PREFERENCE / 10% TOTAL
WORKFORCE CONSISTING OF NORTH
MIAMI RESIDENTS / SUBCONTRACT WITH
LOCAL RESPONDENTS**

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Response submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by the City at least one year prior to Bid or Response submission, that is appropriate for the goods, Services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or Services; or
- c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City Project to Subcontractor who is physically located within the City (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.73 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.74 COMMUNITY BENEFITS PLAN

The Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City Manager a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Bidders are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

1.75 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.76 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.77 REVIEW OF SOLICITATIONS

The City Manager will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.78 LATE SUBMISSIONS

The City Manager will not accept Bids received after opening time and encourages early submittal.

1.79 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the cost proposed will NOT be read aloud. However, properly received Responses will be announced at the Bid Opening. Responses will be opened in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.80 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.81 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.82 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.83 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the City Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.84 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.85 EOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

Section 2.0 Special Conditions

2.1 PURPOSE

The purpose of this Bid is to pre-qualify potential Bidders for future purchases for Water Pumps, Drives, and Motors including new and rebuilt units and parts, and repair and maintenance services, through the submission of documents and forms which verify that the Bidder meets or exceeds the minimum requirements. Bidders who meet or exceed the requirements will be placed on a Pre-qualification list which will be accessed on an as needed basis.

Terms & Conditions:

Attached Terms and Conditions, Section 1, apply to this Solicitation.

Bids must be received at the Office of the City Clerk by the time and date requested on the Cover page of this document.

Prices shall be quoted F.O.B. Destination; freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

For All Commodity Contracts (Fixed):

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this quotation request. **YES** ☐ **NO** ☐

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with City of North Miami recorded as the original purchaser. **YES** ☐ **NO** ☐

The City of North Miami reserves the right to request proof thereof prior to award.

For All Contracts:

Quotation responses shall be on this form and must be signed or they may be declared non-responsive.

If a specific basis for award is not established in this Bid request, the award shall be to the responsible Vendor with the lowest responsive Bid meeting the written specifications.

Addenda to Bid Requests:

Bid Requests may require Addenda be issued to them. An Addendum in some way modifies information from the original quotation request, i.e., to announce changes in the Bid opening date, specifications, terms, conditions, or modifications to the Bid sheet. In addition, some addenda are mandatory (i.e. MUST be acknowledged and returned with your quotation prior to the opening). Anyone quoting or contemplating quoting should check the Purchasing Division's website for posted addenda if you did not receive the initial quotation request by e-mail. All vendors shall be responsible for monitoring this website for posted addenda.

Award Options:

As the best interest of the City may require, the right is reserved to make award(s) by individual commodities, group of commodities, all or none or any combination thereof.

Local Business Tax Receipt Requirements:

All vendors maintaining a business address within the City must have and provide a copy of a current Local Business Tax Receipt prior to award. The Contractor should provide a copy of their Local Business Tax Receipt **within three (3) business days** upon the request of the Purchasing Department. Failure to do so may result in your quote being deemed non-responsive.

Contacts:

For information regarding specifications, bidding procedures, terms and conditions, contact the Purchasing Department at 305-895-9886 or by email at purchasing@northmiamifl.gov

2.2 OPTION TO RENEW

The City Manager shall have the option to renew this Contract on a year-to-year basis for an additional three (3) years. Continuation of the Contract beyond the initial period is at the City Manager's prerogative and not a right of the vendor. This Contract may be exercised by the City Manager only when it is determined to be in the best interest of the City. In the event that the vendor declines to exercise this option to renew, the City Manager may consider the vendor to be in default which may affect the vendor's eligibility for future Contract award.

2.3 METHOD OF AWARD

All approved Bidders will be placed on a "Pre-qualified Bidder's List" on a "per group" basis which will be accessed for future purchases on an as needed basis. Items will be grouped in three categories: Group A, Group B, and Group C. All Bidders shall meet or exceed the following qualification requirements to qualify for this Contract:

2.3.1 GROUP A – Purchase of New and Rebuilt Pumps, Drives, and Motors (Units and Parts)

- a) Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the Contracted products, who can provide manufacturing information, and who are cognizant of the industry standards.

A List of the firm's key personnel, including their roles and contact information, shall be included with the Bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the City Manager's satisfaction that the Bidder's staff meets the requirement described in the paragraph above.

- b) Shall be equipped with modern office equipment, especially a facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.

- c) Shall be regularly engaged in the business of providing pumps, drives, and/or motors (units or parts). Two (2) current references, consisting of existing customers, shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the Bidder the products and Services described in this Solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the Bidder has successfully provided the products and Services that the Bidder is offering under this Solicitation. These references shall ascertain to the City's satisfaction that the Bidder has sufficient experience and expertise in the sale of pumps, drives, and/or motors industry.
- d) Must be a verifiable manufacturer approved, certified, or designated agent, dealer, representative, or distributor of OEM products for the brands listed in the Bidder's submittal. The Bidder may be required to submit with their Bid proof of their firm's designation as a manufacturer, agent, dealer, representative or distributor of the OEM products listed in their Bid. The proof may be in the form of:
 - i. Current letters from the manufacturer, on the manufacturer's letterhead, designating the Bidder as a manufacturer, agent, dealer, representative or distributor of the OEM products listed in the Bidder's submittal. The letters shall be dated within one (1) year of the Bid submittal and it shall be signed by an authorized manufacturer's representative or;
 - ii. A copy of the signed agreement between the manufacturer and the Bidder designating the Bidder as an agent, dealer, representative or distributor of the OEM products listed in the Bidder's submittal or;
 - iii. Reference to the manufacturer's internet website, where the manufacturer clearly lists the Bidder as an agent, dealer, representative or distributor of the OEM products listed in the Bidder's submittal.

To facilitate the quotation process, the pre-qualified Bidders in Group A will be categorized according to the brands/makes they represent.

2.3.2 GROUP B – Pump Repair and Maintenance Services

- a) Maintain a pump repair shop staffed by competent company representatives. Staff must include a qualified service shop manager and personnel qualified to provide technical support and who can provide and discuss pump repair information, and who are cognizant of the industry and industry standards.
- b) A list of the firm's key service personnel including their roles and contact information shall be included with the Bidder's submittal. The list must identify the service shop manager and include his/her qualifications.
- c) The Bidder must be regularly engaged in the business of providing pump repair Services, as described in this IFB.
- d) Two (2) current references, consisting of existing customers, shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have recently received pump repair Services from the Bidder. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that the Bidder has successfully provided the Services that the Bidder is offering under this Solicitation. These references shall ascertain to the

County's satisfaction that the Bidder has sufficient experience and expertise in the pump repair industry.

2.3.3 GROUP C – Motor/Drive Repair and Maintenance Services

- a) Maintain a motor/drive repair shop staffed by competent company representatives. Staff must include a qualified service shop manager and personnel qualified to provide technical support and who can provide and discuss motor repair information, and who are cognizant of the industry and industry standards. A list of the firm's key service personnel including their roles and contact information shall be included with the Bid. The list must identify the service shop manager and include his/her qualifications.
- b) The Bidder must be regularly engaged in the business of providing motor/drive repair Services, as described in this IFB.
- c) Two (2) current references, consisting of existing customers, shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have recently received motor repair Services from the Bidder. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that the Bidder has successfully provided the Services that the Bidder is offering under this Solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the motor/drive repair industry.

All Bidders are required to submit all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements. The City Manager may at their sole discretion allow the Bidder to complete or supplement the qualification requirements/documents during the Bid evaluation period. Failure to provide proof of compliance to the minimum qualification requirements may result in the Bidder's Bid being declared non-responsive. The City Manager shall be the sole judge of the Bidder's conformance with the qualification requirements and its decision shall be final. The City reserves the right to verify the information submitted by the Bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the Bidder's conformance to the minimum qualification requirements.

It shall be the sole prerogative of the City Manager as to the total amount of prequalified Bidders on this Contract. During the term of this Contract, the City Manager reserves the right to receive or re-evaluate submittals, add prequalified Bidders, add or delete products or delete Bidders as it deems necessary.

2.4 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must be registered with the State of Florida to conduct business. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

- 2.4.1 Respondent shall be licensed to do business in the State of Florida and must provide authenticating documentation of its status and submit a sunbiz report with your company registered as active.

- 2.4.2 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.5 INDEMNIFICATION AND INSURANCE

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as “additional insured” for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Manager prior to commencement of Project. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.5.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

2.5.2 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of \$1,000,000 covering any auto including non-owned, hired or leased

2.5.3 WORKER’S COMPENSATION

As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as "additional insured".

2.6 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work. The Contractor shall immediately respect said notice and stop said Work.

2.7 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City Manager has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.7.1 CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

2.7.2 CITY INFORMATION:

- City Purchase Order Number

2.7.3 PRICING INFORMATION:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.7.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.7.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.7.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

2.8 **FEDERAL AND STATE REGULATIONS**

The Contractor shall comply with all federal, state and local rules and regulations regarding, and any other laws that would apply to operating a similar type of business.

2.9 **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The Respondent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Contractor are found to be defective or do not conform to specifications:

2.9.1 The materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled or

2.9.2 The City Manager may require the Contractor to replace the materials at the Contractor's expense.

2.10 **WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM**

2.10.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Contractor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City Manager. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under Contract with the City at the time of defect. The standard applicable manufacturer warranty for both the vehicles and emergency equipment must be accompanied and applies for delivery of all vehicles. Any payment by the City on behalf of the goods or Services received from the Contractor does not constitute a waiver of these warranty provisions.

2.10.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within seven (7) calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City Manager may;

- (a) Place the Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.

2.11 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City Manager with 45 calendar days to correct deficiencies. The Contractor shall promptly correct these deficiencies, without cost to the City, within forty five (45) calendar days after the City Manager notifies the Contractor of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.12 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Contractor expense, to the Contractor. At the City Manager's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.13 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.14 WAIVER OF IRREGULARITIES

The City Manager may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

2.15 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email purchasing@northmiamifl.gov . Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded

to correctly. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

Section 3.0
Scope of Services /
Technical Specifications

3.1 SCOPE OF WORK

The purpose of this Invitation for Bid (IFB) is to pre-qualify potential Bidders for future purchases for Water Pumps, Drives, and Motors including new and rebuilt units and parts, and repair and maintenance Services, through the submission of documents and forms which verify that the Bidder meets or exceeds the minimum requirements. Bidders who meet or exceed the requirements will be placed on a Pre-qualification list which will be accessed on an as needed basis. Preference will be given to companies that are located within the City and up to 1 mile outside of the City limits.

3.2 GROUPS AND CATEGORIES

The following is a representative listing of the water pumps, drives, and motors components, parts and supplies typically used by the City. This list is neither exclusive nor complete. To facilitate the quotation process, the pre-qualified Bidders in each group will be organized according to the category of products and brands/make they represent.

Group A: New and Rebuilt Pumps, Drives, and Motors (Units and Parts)

All new parts supplied must be of Original Equipment Manufacture as recognized by the product's manufacturer.

All reconditioned parts must be identified as such and have approval by the manufacturer. All parts used in reconditioning process must be of O.E.M origin as recognized by the manufacturer.

Group B: Pump Repair and Maintenance Services

A significant amount of the repair/maintenance work will consist of the complete overhaul of pumps, drives, motors, or combination assemblies. However, additional repair work may be required above and beyond the scope of an overhaul, or units may require specific repairs or inspections/diagnostics only, as specified by the City Manager.

Typical Guidelines for a Pump Overhaul:

- a) Completely disassemble pump, thoroughly clean and inspect for any irregularities
- b) Accurately measure the bearing housing bores and shaft bearing locations for proper bearing fit tolerances as per the manufacturer's specifications.
- c) Accurately measure the shaft at the inboard and outboard bearing locations and the shaft sleeve for compliance with O.E.M. shaft runout specifications. Inspect shaft sleeve. Repair or replace as necessary. Repairs will be performed by welding or metal flame spraying process. All new sleeves must be O.E.M. part or approved equal. Shaft sleeve to be ceramic coated. Coating to be a minimum of .012 inches to a maximum of .016 inches. Coating should be Metco 130 aluminum oxide based powered, or approved equal. Minimum of 62 rockwell C. Hardness. Finished to a smooth and impervious surface. Cracks or pitting will not be allowed.
- d) Replace all parts worn or damaged beyond O.E.M. specifications.

- e) Furnish and install new grease seals, bearings and snap rings with the size and type specified by the O.E.M.
- f) Lubricate bearings, fill bearing cavity 1/3 full of grease with Lubriplate #1200-2 grease (or an equal product approved by the City Manager).
- g) Furnish and install new O.E.M. gaskets.
- h) Accurately measure shaft end-play for compliance with O.E.M. specifications.
- i) For pumps with packing, provide a ceramic coating on the shaft sleeve and pack the stuffing box with the correct size packing material as follows: Install one ring of Teflon lubricated Kevlar packing first, then fill the stuffing box with Therobtaid Graphite Foil packing. Do not use a lantern ring. Replace the packing gland nuts, studs or bolts with those made of stainless steel.
- j) For pumps with mechanical seal, install a new mechanical seal of the size and type specified by the O.E.M. and test for leakage. The use of resurfaced seal surfaces will be left up to the discretion of the department.
- k) All bolts, nuts, and washers to be grade 5 stainless steel. All bolts to be installed with lock washers.
- l) All fasteners shall be torqued to O.E.M. specifications.
- m) Sandblast and paint pump exterior, excluding shaft, with rust resistant primer paint.
- n) Check housing and shaft diameter for wear, machine if needed to restore O.E.M. factory fits.
- o) Dynamically balance shaft and impeller.
- p) Furnish a complete and fully detailed computerized vibration report. The vendor shall also complete other repair and maintenance reports and checklists, as required by the City Manager.

Group C: Motor/Drive Repair and Maintenance Services

A significant amount of the repair/maintenance work will consist of the complete overhaul of pumps, drives, motors, or combination assemblies. However, additional repair work may be required above and beyond the scope of an overhaul, or units may require specific repairs or inspections/diagnostics only, as specified by the City Manager.

Typical Guidelines for a Motor and Drive repair/Overhaul

- a) Machine Work: All shafts shall be checked for undue tear and wear, scoring and straightness. Bearings and seal journals shall be concentric with shaft diameter. Shafts runout for diameters up to 1 5/8" shall not exceed 0.001". Shafts runout for diameters exceeding 1 5/8" shall not be greater than 0.015". Bearings and seals shall be new and meet or exceed manufacturer's recommendations. Sealed bearings shall be used then possible. Motor/drive shall be statically and dynamically balanced using suitable test stand. Vibration readings shall be taken electronically, measured, and outlined during test, and again when driver and driven load are coupled in place. Vibration study shall be performed and baseline determined for further condition monitoring. Vibration levels shall be within standard rotating machinery tolerances dictated by original equipment manufacturer and/or the International Research and Development Corporation's General Vibration Severity Chart.
- b) Electrical and Windings: NEMA Class "F" insulation shall be the minimum standard used in any motor/drive. Winding coils shall be laced and shaped in such a manner conducive to maintain clearances (all clearances such as end shields, rotors, through bolts, etc.). Coils shall be capable of enduring starting and running currents with

minimum distortion. Coil support (surge) rings that are used on large motors shall be suitable insulated, accurately fitted, and laced to ensure support of the windings. Windings for Variable Frequency Drive motors shall be “Inverter Duty”. Connections shall be properly soldered, brazed, or welded with materials that will be mechanically strong enough to withstand operational stresses. Thermal protection devices shall be inspected and tested. Protection devices shall be replaced when necessary with devices meeting or exceeding original specifications. Application of layered insulation shall be uniformed and tight to eliminate stress points and air gaps. Form wound coils shall be vacuum-pressured-impregnated (VPI). All winding coils, when completed, shall be tested by means of surge comparison. Stators shall be properly stripped and cleaned. Stators used in rewinding work shall, at minimum, dipped twice in a polyester-based, thermal setting or similar insulating varnish. Stators shall be tested at 25% rated voltage and the current drawn recorded as part of overall motor/drive test information. Motor/drive repaired shall be tested in shop by means of insulation readings, voltage, amperes, temperature, vibration, phase imbalance, surge comparison, and other standard tests.

- c) The motor/drive shall be repainted.
- d) Furnish a complete and fully detailed report to the City Manager documenting all tests performed. The vendor shall also complete other repair and maintenance reports and checklists, as required by the City Manager.

3.3 **MANUFACTURERS**

The following is a representative listing of the pump, motors, and drives manufacturers’/brand names the City may use.

<u>Manufacturers’/Brand Names</u>	<u>Manufacturers’/Brand Names</u>	<u>Manufacturers’/Brand Names</u>
ABS	GORMAN-RUPP (MUNICIPAL)	MYERS
DAYTON	GOULDS PUMP (MUNICIPAL)	SMITH & LOVELESS
FAIRBANKS MORSE	GOULDS PUMP (WASTEWATER)	STANCOR
FLYGT	GRUNDFOS	US ELECTRICAL MOTORS
GORMAN-RUPP (INDUSTRIAL)	HOMA	WILO-EMU

BID FORM

Group A - Electrical Components, Parts and Supplies

FIRM NAME: _____

List the manufacturer brand names/makes and product category, See Paragraph. 3.2 – Group A, for list of product categories typically used by the City that will be available from your firm. (Attach additional sheets if necessary)

PRODUCT CATEGORY	BRAND NAMES/MAKES

Group B – Pump Repair and Maintenance Services

List the Services and cost per Service, See Paragraph. 3.2 – Group B, for list of Services that may be used by the City that will be available from your firm. (Attach additional sheets if necessary).

Services	Cost
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total Cost	\$ _____

Group C – Motor/Drive Repair and Maintenance Services

List the Services and cost per Service, See Paragraph. 3.2 – Group C, for list of Services that may be used by the City that will be available from your firm. (Attach additional sheets if necessary).

Services	Cost
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total Cost	\$ _____

END OF SECTION

SECTION 4.0
BID SUBMITTAL

DELIVER TO:

City of North Miami
Office of the City Clerk
1st floor
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

September 9, 2015

****Bid Due****
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other Contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or Services described in the accompanying Bid Submittal Requirement.



COVER PAGE & CONTACT PERSON INFORMATION

WATER PUMPS, DRIVES, AND MOTORS

IFB No.:30-05-15

Include this sheet as the very first page of your Bid. Please complete the form in its entirety.

Legal Name of Bidder(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



MINIMUM REQUIREMENTS CHECKLIST

**WATER PUMPS, DRIVES, AND MOTORS
IFB No.:30-05-15**

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	Attach Copy of Active Sunbiz.org Registration <input type="checkbox"/>
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission.	Attach Copy of Active License(s) <input type="checkbox"/>
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	Attach Copy of City Contract Form A-14 <input type="checkbox"/>



RESPONSE SUBMITTAL CHECKLIST

**WATER PUMPS, DRIVES, AND MOTORS
IFB No.:30-05-15**

This checklist is provided for Respondent's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Response received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	<input type="checkbox"/>
2.)	A-2 Non- Collusive Proposal Certificate	<input type="checkbox"/>
3.)	A-3 Local Preference Affidavit (<i>optional</i>)	<input type="checkbox"/>
4.)	A-5 Acknowledgement of Addenda (<i>if applicable</i>)	<input type="checkbox"/>
5.)	A-6 Disclosure of Subcontractors & Suppliers (<i>if applicable</i>)	<input type="checkbox"/>
6.)	A-7 Insurance Requirements	<input type="checkbox"/>

All of the City's Forms can be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>. These forms are fill –in forms. Please ensure to include all applicable forms with your Bid documents signed and notarized as required. Emailed forms will NOT be accepted.